

# MAINE STATE LEGISLATURE

The following document is provided by the  
**LAW AND LEGISLATIVE DIGITAL LIBRARY**  
at the Maine State Law and Legislative Reference Library  
<http://legislature.maine.gov/lawlib>



Reproduced from scanned originals with text recognition applied  
(searchable text may contain some errors and/or omissions)

**This document is from the files of the Office of  
the Maine Attorney General as transferred to  
the Maine State Law and Legislative Reference  
Library on January 19, 2022**

XXXXXXX. Richard Cohen

May 11, 1972

Mr. Richard O. Poulin  
R.F.D. #1  
North Anson, Maine 04958

Dear Mr. Poulin:

Your letter dated May 2, 1972 addressed to the Honorable Raymond Faucher of Solon, Maine has been directed to me for response.

Your letter seeks advice on the question whether you could legally be reelected to the office of Director of School Administrative District #74 representing Embden, under existing statutes, at a time when Mrs. Poulin holds a teacher's contract in Embden. For the reasons set forth below, we advise you that your reelection to the office of Director representing Embden in School Administrative District #74 would effect the legality of the teaching contract held by Mrs. Poulin in the District.

The fourth paragraph of your letter quotes a portion of 20 M.R.S.A. § 472, inferring that said section has some bearing in the matter. Respectfully, we suggest that the controlling provision of statutory law is found in 20 M.R.S.A. § 302; the section pertaining to directors of school administrative districts. Section 472 contains similar language relating to school committees and school boards other than boards of directors of school administrative districts. The provisions of § 302 on the given subject is as follows:

"No member of the board of school directors or spouse shall be employed as a full-time teacher in any public school that comes within the jurisdiction of the board of directors of which he is a member." 20 M.R.S.A. § 302, next to last paragraph of the section.

Specifically, you ask whether the fact of your reelection changes the result, viz, whether the reference statutory provision applies to election rather than to reelection. For the purposes of interpreting the provisions of § 302 (as well as § 472), the words "reelection" and "election" are synonymous. In any event, you will note that the above-quoted provision contains no mention of "reelection". Instead, a statutory conflict is realized by the fact that a member of the board of school directors holds his membership at a time when the spouse is employed as a full-time teacher in any public school coming within the jurisdiction of the board of which he is a member.

Although your letter does not indicate that Mrs. Poulin holds a full-time teaching contract in Embden, it is assumed for the purposes of this letter that she does in fact hold such a contract.

Trusting that this letter serves to answer the inquiry made the subject of your correspondence to Representative Faucher, I remain,

Very truly yours,

JOHN W. BENOIT, JR.  
Deputy Attorney General

JWBJr./ec  
cc: Honorable Raymond Faucher  
Solon, Maine 04970